

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**ROMAC ENVIRONMENTAL
SERVICES, LLC**

Plaintiff,

v.

**TRANSCONTINENTAL ENERGY
SERVICES, LLC**

Defendant.

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CIVIL ACTION NO.: 23-4151

COMPLAINT

NOW INTO COURT, through undersigned counsel comes ROMAC ENVIRONMENTAL SERVICES, LLC (“herein known as Romac”), a Louisiana Limited Liability Company domiciled in the Parish of Lafayette, State of Louisiana, with its principal place of business in the State of Louisiana, who duly represents:

I.

1. Named defendant herein is Transcontinental Energy Services, LLC (“herein known as Transco”), a Texas Limited Liability Corporation whose principal place of business is located at 3033 Chimney Rock Road, Suite 601, Houston, Texas 77056. Summons can and will be served on Transco via its registered agent for service: Rahul Patel, 4212 San Felipe, Suite 116, Houston, Texas 77027.

II. JURISDICTION

2. Jurisdiction is proper under 28 USC §1332. Romac is a Louisiana Limited Liability Corporation domiciled in Broussard, Louisiana in the Parish of Lafayette, which serves as its principal place of business. None of the members of Romac are citizens of Texas. Defendant,

Transco, is a Texas Limited Liability Company with a principal place of business in Houston, Texas. Furthermore, the amount in controversy exceeds \$75,000.00.

III. VENUE

3. Venue is proper under 28 USC §1391(b)(1) as Defendant, Transco, is domiciled in Houston and may be served via its registered agent for service: Rahul Patel, 4212 San Felipe, Suite 116, Houston, Texas 77027.

IV. FACTS

4. At all times material hereto, Romac was the owner of a specialized piece of oilfield equipment used in the completion of oil and gas wells known as a “Sandcat”.

5. Romac rented its Sandcat, unit 32, Serial Number 1D9CT521XKS401289 to Oil Patch Group, Inc.

6. Oil Patch Group, Inc. then contracted with Transco to transport Romac’s Sandcat unit 32 that was under lease to Oil Patch Group to a location in West Texas on or about March 19, 2023.

7. On this date, an employee driver of Transco was traveling northbound on U.S. Highway 285 near mile marker 364 while hauling Romac’s Sandcat when the driver apparently fell asleep at the wheel and was involved in a traffic accident with another 18-wheeler that was traveling southbound. (Texas DOT Crash ID 19459659.1/2023137607).

8. This accident resulted in the Transco 18-wheeler coming to rest in the ditch of US 285 and catching fire, causing Romac’s Sandcat to suffer severe damages and rendering it a total loss.

9. A representative of Transco adjusted the loss and determined that the Romac Sandcat unit 32 was totally destroyed.

10. Subsequent to this accident, Romac has suffered from the loss of use and associated profits from this Sandcat unit 32 at a rate of approximately \$1,000.00 per day.

11. Romac seeks the full replacement cost of Sandcat unit 32, which is estimated to exceed \$400,000.00. Additionally, Romac seeks the loss of use and profits to date at the rate of \$1,000.00 per day, and all other charges incurred because of the collision, including wrecker, storage and other costs, as well as all additional charges to be incurred in the future, plus interest.

12. At all times material hereto the Transco driver was operating the Transco 18-wheeler, a 1998 Peterbilt with a trailer hauling Roamc's Sandcat, in the course and scope of his employment with Transco.

V. CAUSES OF ACTION

A. NEGLIGENCE BY TRANSCO

13. The sole cause of the accident, damage to Romac's Sandcat, and subsequent loss of use and profits, and damages suffered by Romac was the negligence and fault of the Transco driver, including but not limited to, his failure to operate his vehicle hauling Romac's Sandcat in a safe and prudent manner, his failure to stay vigilant and pay attention at the wheel of his vehicle, his failure to steer clear of other vehicles and to avoid collisions, his failure to see what he should have seen and do what he should have done, and his failure to take evasive action to avoid a collision with another vehicle.

14. Transco is liable for any and all negligence and resulting damages caused by its driver.

VI.

15. Romac reserves the right to amend this Complaint to bring other parties into this litigation that may be responsible to Romac either in tort or contract.

VII. PRAYER

WHEREFORE, premises considered, Romac Environmental Services, LLC prays that this Complaint be deemed good and sufficient, that Defendant, Transcontinental Energy Services, LLC, be duly cited and served with a certified copy of this Complaint, and after due proceedings

are had, their be judgment in favor of Romac Environmental Services, LLC and against Transcontinental Energy Services, LLC for a full replacement cost of the Sandcat unit 32, all loss of use and profits, other associated charges incurred by Romac Environmental Services, LLC as a result of said accident, and pre- and post-judgment interest.

Respectfully submitted,

OLDENETTEL & LONG

By: /s/ **Kevin M. Long**

Kevin M. Long
Texas Bar No. 24055866
12238 Queenston Blvd., Suite E
Houston, Texas 77095
(713) 600-9858
klong@oldenettellaw.com

and

JAMI L. ISHEE, Texas # 24129620
Davidson Meaux Sonnier McElligott
Fontenot Gideon & Edwards
810 S. Buchanan Street
Lafayette, LA 70501
Tel: 337-237-1660
Fax: 337-237-3676
jishee@davidsonmeaux.com

**ATTORNEYS FOR PLAINTIFF,
ROMAC ENVIRONMENTAL SERVICES, LLC**